9846 this Rule is invoked in auditing bills, the action is in no way to be considered as a criticism, implied or otherwise, to the effect that the physician has been guilty of making an excessive number of calls. In instances where more than 4 calls per 7 day period are being billed, or to be billed, there must be some definite medical complication which renders the particular case distinctly different in the requirements made upon the physician than does the average case of this same type.

The statement must, in addition to its usual requirements, be accompanied by a letter from the physician in which the exact nature of this complication is clearly and specifically set forth and described. It must be shown not only that more than four calls per 7 day period were necessary but that each call required much more time and effort on the part of the physician than would have been required of him in the average call.

Office—Not more than 4 per 7 day period	$ 3.00
Hospital—Not more than 4 per 7 day period	3.00
Home—Not more than 4 per 7 day period	5.00

Extended home calls or house calls as a routine are not permitted.

SPECIAL CURRENT REPORT (When requested and if adequate)	2.00

Report should not be submitted on a form. It should be rendered promptly upon request and fully cover the patient's present condition. NOTE: This only applies where information requested is in addition to that which could reasonably be expected from routine reports. (Form 23A)

* * * * *

[14]

* * * * * *

RULES GOVERNING X-RAY FEE SCHEDULE

This fee schedule applies to all X-ray services rendered by radiologists, orthopedists, other specialists, general physicians, hospitals and X-ray laboratories.

Foreward

This schedule was arranged in collaboration with the Oregon State Medical Society. It was agreed that all films submitted shall be technically comparable to those taken

by radiologists and that incorrect diagnosis, duplications and unnecessary studies shall be eliminated. To this end, this Society supports the Commission in establishing and enforcing the following rules governing X-ray service. Failure to comply with these rules will result in refusal of payment for service either in whole or in part. If the infraction involves another physician or institution, who acted in good faith, such charges shall be deducted from the account of the physician responsible for the infringement. Disagreements between physicians and the Commission in the application of these rules will be referred to the Liaison Committee of the Society.

RULE 44

In no instance shall the physician, hospital or X-ray laboratory charge the Commission a fee greater than that which is charged the general public for the same X-ray study.

RULE 45

Each radiograph must be identified with the name of the patient, as it appears on the initial form 20; the patient's claim number, or, if this is not available, the employer's name; the date the film was taken; the name of the physician or hospital making the film; and a designation of the right or left side.

It is preferred that a lead stencil which includes the date, the physician's name, and the side of the body be used in order that this information be made a part of the film at the time of exposure.

RULE 46

Radiographs must be properly processed and of such technical quality that a positive or negative radiological diagnosis can be confidently based upon them.

RULE 47

Diagnosis must be accurate in those respects which would influence treatment.

RULE 48

X-ray diagnosis shall be submitted in writing immediately after the films have been taken (use reverse side form 20, Accident Report) and on the bill form used for radiological charges.

* * * * *

RULE 54

There shall not be excessive numbers of X-ray studies or unnecessary duplications of X-ray studies in any single case unless the statement is accompanied by a satisfactory explanation.

* * * * *

[28]

* * * * *

RULE 59

X-ray films are an integral part of the Commission's record of the patient. Allowance will not be made until the films or a receipt from the Portland Office is received at the Salem Office of the Commission.

* * * * *

RULE 63

Where indicated in the fee schedule that prior authorization is necessary, this authorization must be obtained before the service is rendered except in cases of real emergency. Request for authorization shall be made in writing and cannot be acted upon less the complaints and findings which prompt the request are set forth and the name of the physician who will carry out the study is given.

* * * * *

[29]

* * * * *

APPENDIX

HOSPITAL RULES

RULE 1

In all cases of surgery, a copy of the full operative record and patholigist's report on removed tissue must accompany the bill.

* * * * *

RULE 6

Any bill for hospital services in excess of $100 must be authorized by the Commission prior to the time said bill exceeds this amount. The same rule applies in event the

hospital bill promises to exceed $200 or any further multiple of $100.

[33]

RULE 7

No bill in excess of $50 for X-rays and medicine shall be paid by this Commission unless authority has been obtained to render service in excess of this amount.

• • • • •

RULE 12

In a case of severe injury, where it is evident that private room is indicated and ordered by the attending physician, hospitals are allowed without department authorization to furnish such service for a period of three days only. When it is evident that a private room will be required for more than three days, hospitals must require attending physicians to apply in advance for proper department authorization.

RULE 13

Hospitals, when ordered by the attending physician to do laboratory work other than routine, must require the attending physician to request authorization in advance. Such authorization, if granted by the department, shall be retroactive. In all cases of laboratory work, a copy of the records, signed by the technician, must accompany the bill.

• • • • •

[34]

RULE 15

X-ray therapy, radium therapy, or any form of reconstructive work, or vitamin medication, will not be paid for unless written authority is obtained by the attending physician from the Commission in Salem, prior to the rendering of such service.

• • • • •

[35]

6484

Plaintiff's Exhibit 2113

9853

Form No. 21 Rd 6-39

Hospital Acct. No. ..... N. H. A. Case No. [redacted]

NATIONAL HOSPITAL ASSOCIATION

TOP FLOOR MOHAWK BUILDING
PORTLAND, OREGON

7293

REPORT OF HOSPITAL SERVICES

Case of INSKEEP, Dr. L. D.

Mail Address .....

Patient Employed by City Health Officer

Complaint .....

Attending Doctor .....

Plates, films or prints must accompany charges for X-rays

Note: The Association will not be responsible for private rooms or special services unless authorized by the management.

IMPORTANT—Please render bills monthly.

Do Not Write Below

Cert. No. .....

[redacted]

O K E B

Mod

Approved for Payment	Audited	Checked

Patient admitted ..... 193..., Hour ...M. Discharged ..... 193..., Hour ...M

Attendance for Which This Statement Applies			Charges	
Ward No. ..., ... 193 to 193 Days ... per week				
No. ..., ... 193 to 193 Days ... per week				
Dates		**Itemize Extra Services Below, Giving Dates**		
6/21		cbc & urinalysis	3	50

Patient's present condition, answer fully .....

Doctor estimates patient will be discharged about .....

Hospital SACRED HEART HOSPITAL MEDFORD, OREGON

Dated June 30/41 193... Address .....

Plaintiff's Exhibit 2121

9857

1942

NATIONAL HOSPITAL ASSOCIATION

EMPLOYERS REMITTANCE FORM

Firm Name CITY OF MEDFORD Address Medford, Oregon

The enclosed check covers payments in the amounts shown for the employes whose names appear on the following list for the Calendar Month indicated.

INSTRUCTIONS FOR USE: This form contains the names of employes who have subscribed to National Hospital Association coverage, and has sufficient space to cover remittances for a six months period. Send form each month with remittance and it will be returned to you for use the following month. New employes subscribing to coverage should be added to list showing date effective in information column. Other changes such as date an employe leaves employment, etc., should also be shown in this column.

No.	Index	NAME	MONTH AND PAYMENT						INFORMATION
			3-8 FEB.	4-14 MAR.	5-9 APR.	6-4 MAY	7-9 JUNE	8-6 JULY	
	16	Inskeep, L. D.	2 00	2 00	2 00	2 50	2 50	2 50	

6486

9859

1941-42

NATIONAL HOSPITAL ASSOCIATION

EMPLOYERS REMITTANCE FORM

Firm Name CITY OF MEDFORD Address Medford, Oregon

The enclosed check covers payments in the amounts shown for the employes whose names appear on the following list for the Calendar Month indicated.

INSTRUCTIONS FOR USE: This form contains the names of employes who have subscribed to National Hospital Association coverage, and has sufficient space to cover remittances for a six months period. Send form each month with remittance and it will be returned to you for use the following month. New employes subscribing to coverage should be added to list showing date effective in information column. Other changes such as date an employe leaves employment, etc., should also be shown in this column.

No.	Index	NAME	MONTH AND PAYMENT 9 - 12 AUG.	10 - 9 SEP.	11 - 7 OCT.	12 - 4 NOV.	1 - 10 DEC.	2 - 6 JAN.	INFORMATION
	16	Inskeep, L. D.	2 00	2 00	2 00	2 00	2 00	2 00	

9863

6487

1941

NATIONAL HOSPITAL ASSOCIATION

EMPLOYERS REMITTANCE FORM

Firm Name CITY OF MEDFORD Address Medford, Oregon

The enclosed check covers payments in the amounts shown for the employes whose names appear on the following list for the Calendar Month indicated.

INSTRUCTIONS FOR USE: This form contains the names of employes who have subscribed to National Hospital Association coverage, and has sufficient space to cover remittances for a six months period. Send form each month with remittance and it will be returned to you for use the following month. New employes subscribing to coverage should be added to list showing date effective in information column. Other changes such as date an employe leaves employment, etc., should also be shown in this column.

No.	Index	NAME	MONTH AND PAYMENT 2-7 FEB.	4-4 MAR.	5-5 APR.	6-6 MAY	1-5 JUNE	6-7 JULY	INFORMATION
	16	Inskeep, L. D.	2 00	2 00	2 00	2 00	2 00	2 00	6487
	17	[illegible], G.	2 00	2 00	2 00	2 00	2 00	2 00	

6488

Plaintiff's Exhibit 2122

9865

1945

NATIONAL HOSPITAL ASSOCIATION

EMPLOYERS REMITTANCE FORM

38

Firm Name CITY OF MEDFORD Address MEDFORD, OREGON

The enclosed check covers payments in the amounts shown for the employes whose names appear on the following list for the Calendar Month indicated.

INSTRUCTIONS FOR USE: This form contains the names of employes who have subscribed to National Hospital Association coverage, and has sufficient space to cover remittances for a six months period. Send form each month with remittance and it will be returned to you for use the following month. New employes subscribing to coverage should be added to list showing date effective in information column. Other changes such as date an employe leaves employment, etc., should also be shown in this column.

No.	Index	NAME	MONTH AND PAYMENT						INFORMATION
			FEB	MARCH	APRIL	MAY	JUNE	JULY	
			[illegible]	Apr 9	[illegible]				
16		Inskeep, L. D.	off			/			

Plaintiff's Exhibit 2125

9870

G. ALAN FISHER, M. D.
P. O. BOX 308
GRESHAM, OREGON

December 30, 1949

Mr. W. J. Page, Manager
Claims Department
National Hospital Assn.
732 S. W. 3rd Ave.
Portland 4, Oregon

Dear Mr. Page:

I have just recently been aware that my business office has been accepting billings directly from the Association. I am sure you are aware of the situation that exists between the Medical Society and the various insurance groups and, right or wrong, that relationship must depend on a decision between them and the Medical Society.

However, I am probably more closely in contact with patient out here than the average and I certainly do not want to jeopardize the patients' hospital plan, no matter what type. Therefore, it is the policy of this office to bill the patient directly, on all insurance plans except O.P.S. and State Industrial, and National Hospital patients will be billed directly just as we handle all other insurance plans. This will make no difference in cost as far as the patient is concerned but it will leave no room for argument. If there is a simpler, direct way in which this may be accomplished in order to simplify bookkeeping on your part and ours but to have the bills paid to the patient rather than to me, you may address it to my secretary. I hope this clears the situation.

Sincerely,

(Signed) ALAN FISHER
Alan Fisher, M. D.

AF:mj

6490

9871

G. ALAN FISHER, M. D.
P. O. BOX 308
GRESHAM, OREGON

December 30, 1949

C. C. Bechtold, General Manager
National Hospital Association
732 S. W. 3rd Avenue
Portland 4, Oregon

Dear Mr. Bechtold:

With reference to your letter of December 29th, regarding our present policy as far as billing patients for care under National Hospital, if you will refer to a letter to Mr. Page from this office, it will clarify your questions. No patient has been refused care in this office, no matter what type of insurance plan he carries. National Hospital patients are billed according to your fee schedule, the bill being sent directly to the patient for them to present to your Association for payment.

Sincerely,

(Signed) (Mrs) MARGARET JONES
Secretary

/mj

6491

9872 December 29, 1949

Allen Fisher, M. D.
Gresham, Oregon

Dear Doctor:

A report has reached us to the effect that you were refusing services to members of this Association. Since our relations with you have been very satisfactory, and I know of no cause for complaint either on your part or on ours, I have discounted this report. But if the report is true, or if you have any complaint against the Association, I would appreciate it if you would advise me personally.

Yours very truly,

NATIONAL HOSPITAL ASSOCIATION

C. C. Bechtold
General Manager

CCB:im
cc: Mr. Gustafson

6492

9873 House Stationery Form 5 10M IVY 84575

NATIONAL HOSPITAL ASSOCIATION
732 S. W. THIRD AVENUE
PORTLAND 4, OREGON

December 27, 1949

C. C. Bechtold

Re: Allen Fisher, M. D.
Gresham, Oregon

Several of the accounts in Gresham have contacted me recently and have asked me why Dr. Fisher is no longer taking our tickets. You will recall that you received a call from Mr. V. A. Cole, Dispatcher of Portland Motor Stages, one of our Gresham accounts. He asked to see me, and his concern was the fact that Dr. Fisher was not taking tickets. I did not call on the doctor before I talked to you because it was reported to me by the Bookkeeper of the Ivy Svc. Station, Mr. Roy Kidder, that he had personally seen the doctor and asked him why he was not taking our tickets. Mr. Kidder informed me that the doctor stated that the N.H.A. had been outlawed by the Oregon State Medical Society, and he wanted nothing to do with us because, if he did, he would lose his standing as a member of the Society. I believe Mr. Kidder's visit to the doctor was on Dec. 19, 1949.

(Signed) AL
Al Gustafson

AG:im

9874 December 28, 1949

G. Allan Fisher, M. D.
P. O. Box 308
Gresham, Oregon

Dear Doctor Fisher:

It has been reported that you have recently been informing members of this Association that you can no longer render treatment and bill the Association for their care.

As we are unaware of any dissatisfaction on your part, will you kindly advise if we have been correctly informed and if so the reasons therefor.

Very truly yours,

NATIONAL HOSPITAL ASSOCIATION

W. J. Page, Manager
Claims Department

WJP:mjb

Plaintiff's Exhibit 2127

9875

WARREN G. BISHOP, M. D.
JACKSON COUNTY BANK BLDG.
MEDFORD, OREGON

Oct. 12th 1932

Mr. A. J. Miholcik
National Hospital Association
Portland, Ore.

Dear Sir:

I have for some time been doing the surgical and medical work for several mining companies in Jackson County. These companies carry State Industrial Insurance, but are not covered for sickness. I would try to get these people to carry your insurance and there is no reason for them not to if I recommend it. Two of these are Seattle Firms and will do considerable work in this county. I also work considerable with Dr. C. T. Sweeney of this place, and take care of his work when he is away.

9876 I have asked Mr. L. Houghton of the Jacksonville Mining to come to see you Friday, Oct. 14th in regard to insurance.

If you could appoint me on your staff I will use my influence in your interests here.

I am a graduate of the Medical College of Virginia. Intern Southern Pacific General Hospital, San Francisco, Cal. Practice of medicine and surgery in Oregon for 2½ yrs. Am a member of State and American Medical Association.

Thanking you for any consideration you might give me in this matter.

Yours truly,

(Signed) W. G. Bishop M. D.

Plaintiff's Exhibit 2128

9877 House Stationery Form 5 3M IVY 65618

NATIONAL HOSPITAL ASSOCIATION
TOP FLOOR MOHAWK BUILDING
PORTLAND, OREGON
COPY

January 11, 1939

Mr. C. C. Bechtold
General Manager
National Hospital Association
Portland, Oregon

Re: Logan Gardner
Beaver Portland Cement Co.

Dear Mr. Bechtold:

I called on Doctor Clancy regarding the above named patient and learned that he had treated this patient for a cold, also that Doctor Clancy wished to look to Mr. Gardner for his fee and did not wish to receive payment from the Association.

Doctor Clancy stated he was going to handle any of our patients in the future as private patients and would take the risk of collecting the payments from them. I also asked him whether he would cooperate to the extent of indicating on prescriptions rendered to such patients that they were covered by the National Hospital. He also refused to oblige in this matter.

Doctor Clancy shares offices with Doctor Hayes and I feel certain that he does not intend to cooperate with the Association, although he stated that he had always been dealt fairly with by the Association.

Someone has done a pretty fair job of selling these doctors on their attitude toward the National Hospital.

Very truly yours,

NATIONAL HOSPITAL ASSOCIATION

Ralph Furrer

RF:rf
encl. 1

(Original attached to Logan Gardner file.)

Plaintiff's Exhibit 2129

9878

JAMES C. HAYES
PHYSICIAN AND SURGEON
MEDFORD BUILDING
MEDFORD, OREGON

December 28th, 1932

National Hospital Association,
Mohawk Bldg.,
Portland, Oregon.

Attention: W. J. Page, Office Manager.

Dear friend:

In reply to your inquiry of December 21st, regarding the application of Dr. W. G. Bishop, wish to advise Dr. Bishop came here about eight or ten months ago from Hot Lake, where he had been employed by that institution. I find him to a very fine young man, and I think he is well qualified as a physician.

The doctor recently opened an office at Gold Hill, where I think he spends some hours during the evening. If you could use him in that district, I think it would be very advantageous if you had a contract in that neighborhood.

At the present time conditions are about as slow in Medford as they can possibly be and I see no reason why you should add another physician to your staff here.

Trusting this is the information you desire and thanking your association for the walnuts for Christmas and hoping the New Year will bring us all a little better times, and an increase of business, I beg to remain,

Sincerely yours,

(Signed) JAMES C HAYES

JCH/K.

Plaintiff's Exhibit 2130

9879 ALBERT MOUNT, M. D.
Phones: Office 100
Res. 100

LESLIE S. PORTER, M. D.
Phones: Office 130
Res. 1140

DRS. MOUNT & PORTER

PHYSICIANS AND SURGEONS

BEAVER BUILDING
Oregon City, Oregon.

Sept. 29, 1941

Mr. W. J. Page,
National Hospital Assoc.,
Portland, Oregon

In answer to your letter in regard to tickets for Ben Moehnke and Arthur Wentzel we wish to state that we do not accept hospital tickets from employees covered by the National Hospital Association as they sometimes go to other doctors who will not treat them and then they come to me. If I were to accept their hospital tickets they may go back to the other doctor and tell them that they were treated by me, and that would get me into trouble.

However, we have never nor do we now send in any bills that are not fair and just.

Therefore, if you wish to pay for the services that we have rendered to employees without a hospital ticket attached to our bills will be very satisfactory with us.

Yours truly,

(Signed) ALBERT MOUNT, M. D.
Albert Mount, M. D.

Plaintiff's Exhibit 2131

9880

A. E. DODSON, M. D.
TAYLOR-PHIPPS BLDG.
MEDFORD, OREGON

Sept. 28, 1934.

The National Hospital Assn.,
Mohawk Bldg,
Portland, Oregon.

Gentlemen:

For some time I have been contacting patients who come under your assn., and they have requested me to join your staff of Doctors here in Medford. I came here in 1928 and have done well.

I am a graduate of the Medical Dept. of the University of Texas, had one year of internship in County Hospital in Denver Colorado. I have also had one year Post graduate Course at University of Penn.

I shall be pleased to furnish you refrences or have you look me up.

Yours very truly,

(Signed) A E DODSON, M.D.
A. E. DODSON M.D.

AED:AA

Plaintiff's Exhibit 2132

9881 Medford, Oregon

June 17, 1935

National Hospital Association
Mr. W. J. Page, Service Manager
Mohawk Building
Portland, Oregon

Dear Mr. Page,

Replying to your letter of June 14, in reference to my appointment in the Medford district, I wish to say that I am a graduate of Creighton University in Omaha, 1915.

I am a member of the Jackson County Medical Society and am associated with both Hospitals. I owned and operated a small Hospital in Marysville, Kansas, for twelve years. I am doing a general Surgical and Medical practice. I have the usual equipment, including High Frequency, Lights, and X-Ray. However, I do not specialize in X-Ray, or in any other line. We have, as you know, two specialists in eye, ear, nose, and throat, also an X-Ray Laboratory.

Hoping that this information will be sufficient, I wish to thank you for the courtesy shown me while in your office.

Respectfully yours,

Dr. Wm F Rooney

WFR:EH

Plaintiff's Exhibit 2133

9882

A. F. WALTER KRESSE
PHYSICIAN AND SURGEON
MEDFORD, OREGON

May 24, 1933.

National Hospital Association,
Mohawk Bldg.,
Portland, Ore.

Gentlemen;

Would you kindly send me a blank, that I may submit as an application, as one of your local physicians in Medford, Ore.

Thanking you in advance, I am

Yours truly,

(Signed) A. F. WALTER KRESSE, M.D.

AFWK:EP

Plaintiff's Exhibit 2134

9883

ROBERT W. CLANCY, M. D.
PHYSICIAN AND SURGEON
MEDFORD BUILDING
MEDFORD, OREGON

August 10th, 1933

National Hospital Association,
Mohawk Bldg.,
Portland, Oregon.

Gentlemen:

I should like very much if you could add my name to your list of local physicians for Medford and vicinity. There are many cases coming up from time to time of my own clientele and it is rather disconcerting both for them and for me by my not being on the regular staff.

I have been a practicing physician of Medford for twenty four years. I have never applied to any Association but just now it seems to be consistent. If you need a reference in this matter, write to Dr. J. C. Hayes.

Thanking you to give this letter your serious consideration, I am,

Sincerely yours,

(Signed) ROBERT W CLANCY

RWC/K.

Plaintiff's Exhibit 2135

9884 DWIGHT H. FINDLEY, M. D.
MEDFORD, OREGON

May 9, 1934.

Mr. C. C. Bechtold,
General Manager,
National Hospital Association,
Portland, Oregon

Dear Mr. Bechtold:

During the past few months I have had a considerable number of patients come in for treatment that have contracts with you. Some of these I have referred to other physicians; some have received treatment before stating that they are under your association. At the present time I am treating several people that are entitled to your services but come to me because I am there family physician.

The purpose of this letter is to apply for appointment to your staff. Dr. Sleeter suggested that I write to you and give his name for reference, If you want further reference as to my honesty, personality, and ability you can write to Dr. Thompson, who handles your work in Salem, or Dr. Dillehunt, Dr. Fenton, or Dr. Raymond Watkins of Portland.

I am a graduate of Willamette University in Salem and U. of O. Medical School in Portland (1931). I served a one year internship in the San Diego County General Hospital in San Diego, California and was chosen as resident surgeon and served as such from July 1st 1932 to July 1st. 1933. I would be glad to have you write to Dr. Charles E. Sisson, superintendent of the hospital and obtain my record there. August 1st of last year I opened my office here and since that date have built up an excellent practice here. If you will have your representative examine my office here I think you will find it is one of the best equiped in Southern Oregon.

If you see fit to appoint me as one of your staff I can promise honest reports and a true endever to serve.

Sincerely,

(Signed) DWIGHT H. FINDLEY M.D.

Plaintiff's Exhibit 2136

85

PROGRAM

Oregon State Medical Society

Seventy-fifth Annual Session

★

ELKS CLUB

Eugene, Oregon

★

October 12-13-14-15, 1949

OUR HOSTS

The Members of the Lane County Medical Society

Eugene

Emerson Abbott
Verne L. Adams
H. Ray Allumbaugh
Grant S. Beardsley
John D. Banzer
John M. Boyer
Squire S. Bozarth
James A. Bradley
Donald M. Brinton
James W. Brooke
Frank J. Brown
Ladis T. Campbell
William H. Chapman
Ralph P. Christenson
Charles D. Donahue
Lyman J. Eamey
Lester A. Edblom
Robert Feeney
Charles W. Fluke
E. D. Furrer
E. L. Gardner
H. T. Gentle
G. F. Guldager
O. R. Gullion
Wesley H. Haffner
M. K. Hartzell
George K. Hemphill
Paul H. Hemphill
Laurence M. Hilt
Sidney J. Hoffman
M. G. Howard
Charles E. Hunt
George I. Hurley
Leonard D. Jacobson
David B. Judd
J. Charles Kennedy
Leslie S. Kent
T. A. Kerns
John A. Kirk
Robert C. Knotts
Edward W. Kunckel
John Kuykendall
H. E. Lamb
Virgil C. Larson
William B. Leftwich
L. D. Leslie
Clarence R. Lindgren
Robert W. Lloyd
Elmer A. Lundberg
Theodore M. Lundy
Duncan B. Marsh
Madeline Marr
Arthur P. Martini
George C. McCallum
Thomas A. McKenzie
K. D. McMilan
Fred N. Miller
Marion Hayes Miller
William R. Miller
Howard A. Molter
Donald E. Moore
Harvard C. Moore, Colonel, U. S. Army, M.C. (Ret.)
William B. Neal
Arthur H. Norton
Henry H. Norton
Robin M. Overstreet
A. B. Peacock
Ward A. Peterson
Carl H. Phetteplace
Giles S. Porter
F. O. Rankin
Stanley M. Richmond
Carl W. Robbins
Ronald C. Ramig
John R. Seeley
A. F. Sether
Willis B. Shepard
Donald B. Slocum
D. C. Stanard
Leland W. Stauffer
E. L. Sundquist
Harry G. Talbot
Charles D. Thompson
Margaret Tingle
Anthony Triolo
John E. Tysell
Milton V. Walker
A. O. Waller
Warren M. Weiseth
Leslie A. White
Maurice T. Wood
Francis J. Wooliever

Cottage Grove

Harold Axley
Warren C. Glaeda
Robert B. Merrick
Marlowe H. Schaffner
H. Ellet Scales

Florence

Navarre J. Dunn
Roy E. Heckard

Junction City

William T. Pollard
Richard S. Rogers

Mapleton

Paul F. Wilson

Springfield

Palmer R. Granud
Leslie G. Johnson
Melville S. Jones
George C. Varney

Westfir

Waldo E. Harris
William D. Holst
John W. Tyler
Emmett E. Woodward

LOCAL COMMITTEE ON ARRANGEMENTS

K. D. McMilan, Chairman

H. Ray Allumbaugh — Melville S. Jones

Leland W. Stauffer

OFFICERS

President — Leslie S. Kent, Eugene
Past-President — James C. Hayes, Eagle Point
President-Elect — James E. Buckley, Portland
First Vice-President — Max W. Hemingway, Bend
Second Vice-President — J. E. Campbell, Roseburg
Third Vice-President — Edwin G. Kirby, La Grande
Secretary — Werner E. Zeller, Portland
Treasurer — A. O. Pitman, Hillsboro
Speaker of House of Delegates — Blair Holcomb, Portland
Vice-Speaker of the House of Delegates — Charles P. Wilson, Portland
Delegate to the American Medical Association — Edward H. McLean, Oregon City (1949)
Alternate Delegate to the American Medical Association — W. W. Baum, Salem (1949)
Delegate to the American Medical Association — Raymond M. McKeown, Coos Bay (1950)
Alternate Delegate to the American Medical Association — Karl H. Martzloff, Portland (1950)
Trustee of the American Medical Association — John H. Fitzgibbon, Portland (1950)

COUNCILORS

First District: Multnomah, Washington and Clackamas—
Thomas R. Montgomery, Portland (1950)
John P. Cleland, Oregon City (1950)
J. Milton Murphy, Portland (1949)

Second District: Columbia, Clatsop, Tillamook and Yamhill—
J. V. Straumfjord, Astoria (1951)

Third District: Marion, Linn, Lane, Benton, Polk and Lincoln—
Henry Garnjobst, Corvallis (1950)

Fourth District: Douglas, Josephine, Jackson, Curry and Coos—
M. E. Corthell, Grants Pass (1951)

Fifth District: Jefferson, Crook, Deschutes, Klamath and Lake—
R. Wayne Esperson, Klamath Falls (1949)

Sixth District: Hood River, Wasco, Sherman, Gilliam and Wheeler—
Leo V. Moore, The Dalles (1951)

Seventh District: Umatilla, Harney, Morrow, Grant, Union, Wallowa, Baker, and Malheur—
William J. Weese, Ontario (1949)

Councilor-at-Large:
Marion Reed East, Portland (1951)

Councilor-at-Large (Representing the University of Oregon Medical School)
Charles N. Holman, Portland (1949)

STANDING COMMITTEES

Executive Committee of the Council

Leslie S. Kent, Eugene, Chairman
James E. Buckley, Portland
James C. Hayes, Eagle Point
Max W. Hemingway, Bend
Werner E. Zeller, Portland
A. O. Pitman, Hillsboro
Thomas R. Montgomery, Portland
J. V. Straumfjord, Astoria

Committee on Annual Session Combined With Committee on Postgraduate Education

Werner E. Zeller, Portland, Chairman
Homer P. Rush, Portland
H. R. Allumbaugh, Eugene

Committee on Public Policy

Gordon B. Leitch, Portland, Chairman
J. Milton Murphy, Portland
F. Floyd South, Portland
Franz R. Stenzel, Portland
W. W. Baum, Salem
Ralph E. Purvine, Salem

Committee on Publication

(Elected by the House of Delegates)

Edward H. McLean, Oregon City, Chairman (1949)
Karl H. Martzloff, Astoria (1950)
J. V. Straumfjord, Astoria (1951)

Committee on Medical Education and Hospitals
R. E. Kleinsorge, Silverton, Chairman
Charles N. Holman, Portland
Robert W. Kullberg, Portland

Committee on Malpractice
Karl H. Martzloff, Portland, Chairman
C. Elmer Carlson, Portland
E. Murray Burns, Portland

Committee on State Industrial Affairs Combined With Committee on Industrial Health
Edward A. Lebold, Salem, Chairman
Joe B. Davis, Portland
A. Gurney Kimberley, Portland
Harvey A. Woods, Ashland
John R. Higgins, Baker
J. D. Rankin, Coquille

Committee on Charitable Medical Care
Frank Perlman, Portland, Chairman
Gerald E. Kinzel, Portland
Thomas J. Mathews, Oregon City

Committee on Public Relations
Stanley Lamb, Portland, Chairman
Robert L. Benson, Portland
E. G. Chuinard, Portland
Harold M. Erickson, Portland
John Armes Gius, Portland
Frank R. Menne, Portland
Raymond M. McKeown, Coos Bay
R. Wayne Esperson, Klamath Falls
W. W. Baum, Salem

Committee on Maternal Welfare Combined With Committee on Child Health
Charles E. Hunt, Eugene, Chairman
Carl G. Ashley, Portland
Maurice D. Vest, Portland

Committee on Cancer Study
Matthew McKirdie, Portland, Chairman
Harold M. Erickson, Portland
Arthur F. Hunter, Portland
Alfred C. Hutchinson, Portland
Karl H. Martzloff, Portland
Bradford N. Pease, Bend
E. D. Furrer, Eugene

Committee on Venereal Diseases
Jayle Dahl, Portland, Chairman
H. Claggett Harding, Portland
Ralph R. Sullivan, Portland

Committee on Tuberculosis
Charles P. Wilson, Portland, Chairman
J. Karl Pappe, Portland
A. T. King, Salem

Committee on Conservation of Hearing
George C. Saunders, Portland, Chairman
David D. DeWeese, Portland
T. G. Ten Eyck, Portland

Committee on Conservation of Vision
J. B. V. Butler, Portland, Chairman
George C. McCallum, Eugene
Thomas H. Emmens, Medford

Committee on Military Affairs
J. Guy Strohm, Portland, Chairman
Lester T. Jones, Portland
Russell H. Kaufman, Portland
John B. Easton, Pendleton

Committee on Veterans' Affairs
W. H. Bueermann, Portland, Chairman
Laurie P. Lind, Portland
Leslie A. White, Eugene

Advisory Committee to the Women's Auxiliary
Henry Gamjobst, Corvallis, Chairman
L. M. Spalding, Astoria
William J. Weese, Ontario

Committee on Constitution and By-Laws
John R. Montague, Portland, Chairman
D. C. Burkes, Portland
George W. Lemery, Tillamook

SPECIAL COMMITTEES

Committee on Public Health
Charles E. Hunt, Eugene, Chairman
Carl G. Ashley, Portland
Harold M. Erickson, Portland
Willard J. Stone, Salem
R. Wayne Esperson, Klamath Falls

Committee on Mental Hygiene
John R. Montague, Portland, Chairman
Joseph P. Cleary, Portland
Walter A. Goss, Jr., Portland

Committee on Crippling Diseases and Defects
E. G. Chuinard, Portland, Chairman
Lawrence A. Noall, Portland
John F. Abele, Portland
Scott H. Goodnight, Portland
Walter A. Goss, Jr. Portland
R. M. Overstreet, Eugene
Donald R. Slocum, Eugene

Committee on Nursing Service and Education
Jesse Laird Brodie, Portland, Chairman
A. O. Pitman, Hillsboro
Thomas E. Griffith, The Dalles

Committee on Rural Medical Service
William J. Weese, Ontario, Chairman
D. R. Ross, Salem
J. P. Brennan, Pendleton
C. I. Drummond, Medford
Gordon B. Leitch, Portland
L. M. Spalding, Astoria

Committee on Control Blood Banks
Edward H. McLean, Oregon City, Chairman
F. K. Power, Salem
A. O. Pitman, Hillsboro
S. F. Crynes, Portland
Bernard P. Harpole, Portland

Liaison Committee to the Oregon Association of Hospitals
J. Milton Murphy, Portland, Chairman
Willis B. Shepard, Eugene
John P. Cleland, Oregon City

Liaison Committee to the Oregon State Industrial Accident Commission
W. W. Baum, Salem, Chairman
Vern W. Miller, Salem
C. A. Downs, Salem

Advisory Committee to the Oregon State Board of Health on Laboratory Standards
Vinton D. Sneedon, Portland, Chairman
S. F. Crynes, Portland
L. D. Inskeep, Medford
Emma M. Howe, Portland

Committee on Necrology
A. G. Bettman, Portland, Chairman
Eugene B. Sorum, Coos Bay
George A. Massey, Klamath Falls

Advisory Committee to the Oregon State Board of Health on Medical Standards for Automobile Drivers
Roger Holcomb, Portland, Chairman
Richard R. Carter, Portland
John G. Cheetham, Portland
Herman A. Dickel, Portland
Merl L. Margason, Portland

Representative on the Board of Directors of the Oregon Tuberculosis Association
John P. Cleland, Oregon City

Representative on the Advisory Council to the Joint Staff Committee of the Oregon State Board of Health, the Oregon State Department of Education, and the Oregon State System of Higher Education.
Ralph E. Purvine, Salem

Representative on Governor's State Committee on Children and Youth
Leslie S. Kent, Eugene

COMPONENT SOCIETIES of the OREGON STATE MEDICAL SOCIETY

Baker County Medical Society
President: Robert W. Pollock, Baker
Secretary: John R. Higgins, Baker

Benton County Medical Society
President: Charles E. Kremer, Jr., Corvallis
Secretary: K. W. Aumann, Corvallis

Central Oregon Medical Society
President: Richard C. Robinson, Bend
Secretary: P. W. Chernenkoff, Bend

Clackamas County Medical Society
President: Thomas J. Mathews, Oregon City
Secretary: W. Ross Eaton, Oregon City

Clatsop County Medical Society
President: Edward J. Hall, Astoria
Secretary: George W. Smiley, Astoria

Columbia County Medical Society
President: M. A. Kenney, Rainier
Secretary: J. B. Steward, St. Helens

Coos and Curry County Medical Society
President: John P. Keizer, North Bend
Secretary: John D. Flanagan, Coos Bay

Douglas County Medical Society
President: J. E. Campbell, Roseburg
Secretary: A. N. Johnson, Roseburg

Eastern Oregon District Medical Society
President: R. H. Wilcox, Pendleton
Secretary: Warren H. Alden, John Day

Jackson County Medical Society
President: O. J. Halboth, Medford
Secretary: C. W. Lemery, Medford

Josephine County Medical Society
President: Donald G. Mackie, Grants Pass
Secretary: Edward C. Wall, Grants Pass

Klamath County Medical Society
President: Thomas F. Farley, Klamath Falls
Secretary: Richard L. Currin, Klamath Falls

Lake County Medical Society
President: Paul G. Kliewer, Lakeview
Secretary: William J. Strieby, Lakeview

Lane County Medical Society
President: Thomas A. McKenzie, Eugene
Secretary: Margaret Tingle, Eugene

Lincoln County Medical Society
President: O. N. Callender, Toledo
Secretary: D. A. Halferty, Toledo

Linn County Medical Society
President: Frank P. Girod, Lebanon
Secretary: Arne S. Jensen, Jr., Albany

Malheur County Medical Society
President: Charles E. Palmer, Ontario
Secretary: Roderic Belknap, Ontario

Marion-Polk County Medical Society
President: James L. Sears, Salem
Secretary: William C. Crothers, Salem

Mid-Columbia Medical Society
President: Victor D. Mills, The Dalles
Secretary: Martin D. Merriss, The Dalles

Multnomah County Medical Society
President: H. S. Irvine, Portland
Secretary: Charles E. Littlehales, Portland

Tillamook County Medical Society
President: George W. Lemery, Tillamook
Secretary: Clemens Hayes, Tillamook

Umatilla County Medical Society
President: R. H. Wilcox, Pendleton
Secretary: S. J. Simons, Pendleton

Union County Medical Society
President: David R. Rich, La Grande
Secretary: Robert L. Stuart, La Grande

Washington County Medical Society
President: F. T. Rucker, Sherwood
Secretary: Merle Pennington, Sherwood

Yamhill County Medical Society
President: Tyler S. Soine, Newberg
Secretary: Kenneth C. Van Zyl, McMinnville

1949 HOUSE OF DELEGATES

Speaker: BLAIR HOLCOMB, Portland

Vice-Speaker: CHARLES P. WILSON, Portland

OFFICERS, Ex-Officio Members

President	Leslie S. Kent, Eugene
Past-President	James C. Hayes, Eagle Point
President-Elect	James E. Buckley, Portland
First Vice-President	Max W. Hemingway, Bend
Second Vice-President	J. E. Campbell, Roseburg
Third Vice-President	Edwin G. Kirby, La Grande
Secretary	Werner E. Zeller, Portland
Treasurer	A. O. Pitman, Hillsboro
Speaker of the House of Delegates	Blair Holcomb, Portland
Vice-Speaker of the House of Delegates	Charles P. Wilson, Portland
Delegate to the American Medical Association	Edward H. McLean, Oregon City
Delegate to the American Medical Association	Raymond M. McKeown, Coos Bay
Trustee of the American Medical Association	John H. Fitzgibbon, Portland

COUNCILORS, Ex-Officio Members

First District: Multnomah, Washington and Clackamas—
Thomas R. Montgomery, Portland
John P. Cleland, Oregon City
J. Milton Murphy, Portland

Second District: Columbia, Clatsop, Tillamook and Yamhill—
J. V. Straumfjord, Astoria

Third District: Marion, Linn, Lane, Benton, Polk and Lincoln—
Henry Garnjobst, Corvallis

Fourth District: Douglas, Josephine, Jackson, Curry and Coos—
M. E. Corthell, Grants Pass

Fifth Ditsrict: Jefferson, Crook, Deschutes, Klamath and Lake—
R. Wayne Esperson, Klamath Falls

Sixth District: Hood River, Wasco, Sherman, Gilliam and Wheeler—
Leo V. Moore, The Dalles

Seventh District: Umatilla, Harney, Morrow, Grant, Union, Wallowa, Baker, and Malheur—
William J. Weese, Ontario

Councilor-at-Large:
Marion Reed East, Portland

Councilor-at-Large (Representing the University of Oregon Medical School)
Charles N. Holman, Portland

DELEGATES

Baker County Medical Society:
(1) Thomas J. Higgins (Flora C. Biswell)

Benton County Medical Society:
(1) Charles E. Kremer, Jr. (K. W. Aumann)

Central Oregon Medical Society:
(1) Richard C. Robinson (P. W. Chernenkoff)

Clackamas County Medical Society:
(1) Thomas J. Mathews (James H. Gerow)

Clatsop County Medical Society:
(1) Adolphe J. Kerbel

Columbia County Medical Society:
(1) O. L. Zeschin (G. S. Dugger)

Coos and Curry County Medical Society:
(1) J. D. Rankin

Douglas County Medical Society:
(1) B. R. Shoemaker (J. G. Verberkmoes)

Eastern Oregon District Medical Society:
(1) John B. Easton

Marion-Polk County Medical Society:
(4) Richard H. Upjohn, Robert F. Anderson, F. Howard Kurtz, William C. Crothers (Edward A. Lebold, Morris K. Crothers)

Mid-Columbia Medical Society:
(1) Stanley E. Wells

Multnomah County Medical Society:
(25) Carl G. Ashley, Wilbur M. Bolton, W. H. Bueermann, E. Murray Burns, Joe B. Davis, Arch W. Diack, Herman A. Dickel, Howard C. Emmerson, Richard S. Fixott, Martin F. Gilmore, Harry S. Irvine, G. B. Isenhart, Russell L. Johnsrud, Kenneth P. Lancefield, Gordon B. Leitch, George B. Long, Merl L. Margason, Joseph L. Miller, Jr., T. J. Pasquesi, Ralph M. Ray, Joseph M. Roberts, Kenneth J. Scales, Laurence Selling, R. H. Swinney, Charles W. Yost

Jackson County Medical Society:
(1) R. W. Sleeter (L. D. Inskeep)

Josephine County Medical Society:
(1) Donald G. Mackie (C. L. Ogle)

Klamath County Medical Society:
(2) Richard L. Currin, Thomas F. Farley

Lake County Medical Society:
(1) Paul G. Kliewer (W. P. Wilbur)

Lane County Medical Society:
(4) Thomas A. McKenzie, Leland W. Stauffer, Margaret Tingle, E. L. Gardner (W. T. Pollard, Donald E. Moore, David B. Judd)

Lincoln County Medical Society:
(1) Robert P. Burns

Linn County Medical Society:
(1) Frank P. Girod (A. D. Blanchat)

Malheur County Medical Society:
(1) Roderic Belknap (J. J. Sarazin)

Tillamook County Medical Society:
(1) R. E. Ringo

Umatilla County Medical Society:
(1) Louis J. Feves (S. J. Simons)

Union County Medical Society:
(1) David R. Rich (Edwin G. Kirby)

Washington County Medical Society:
(1) Roswell S. Woltz

Yamhill County Medical Society:
(1) C. B. Menkel

PRESIDENTS

of the

OREGON STATE MEDICAL SOCIETY

Year	President	City
1874-1875	Alfred Coleman Kinney	Portland
1875-1876	Rodney Glisan	Portland
1876-1877	William Henry Watkins	Portland
1877-1878	Levi Lindsay Rowland	Salem
1878-1879	Horace Carpenter	Salem
1879-1880	D. B. Rice	Albany
1880-1881	Francis Alonzo Bailey	Hillsboro
1881-1882	C. H. Merrick	Canyonville
1882-1883	Curtis C. Strong	Portland
1883-1884	William Henry Saylor	Portland
1884-1885	Simeon Edward Jesephi	Portland
1885-1886	J. W. Givens	Salem
1886-1887	William L. Wade	Salem
1887-1888	Kenneth A. J. McKenzie	Portland
1888-1889	J. Frank Page	Astoria
1889-1890	Andrew Jackson Giesy	Portland
1890-1891	George Milton Wells	Portland
1891-1892	Franklin Cauthorn	Portland
1892-1893	William E. Rinehart	The Dalles
1893-1894	Horatio Reese Holmes	Portland
1894-1895	Jacob Arthur Fulton	Astoria
1895-1896	Osmon D. Doane	The Dalles
1896-1897	Andrew Corbett Smith	Portland
1897-1898	William Jones	Portland
1898-1899	Charles H. Hall	Salem
1899-1900	Harry Lane	Portland
1900-1901	Walter Edward Carll	Oregon City
1901-1902	Charles Johnson Smith	Portland
1902-1903	Henry Waldo Coe	Portland
1903-1904	Walter Thomas Williamson	Portland
1904-1905	George Flanders Wilson	Portland
1905-1906	Alpha Eugene Rockey	Portland
1906-1907	Elijah Barton Pickel	Medford
1907-1908	Robert Culvin Coffey	[illegible]
1908-1909	William Henry Byrd	Salem
1909-1910	Edward Allen Pierce	Portland
1910-1911	F. W. Van Dyke	Grants Pass
1911-1912	Ernst August Sommer	Portland
1912-1913	Robert Ellis Ringo	Pendleton
1913-1914	Calvin Stuart White	Portland
1914-1915	Alpha Eugene Rockey	Portland
1915-1916	William Kuykendall	Eugene
1916-1917	Robert Clark Yenney	Portland
1917-1918	Charles M. Barbee	Portland
1918-1919	Edward Ephriam Straw	Marshfield
1919-1920	Burpee L. Steeves	Salem
1920-1921	Joseph A. Pettit	Portland
1921-1922	Clarence Joseph McCusker	Portland
1922-1923	Philip John Bartle	Eugene
1923-1924	Edward Bruce McDaniel	Portland
1924-1925	Alfred Coleman Kinney	Astoria
1925-1926	Paul Rockey	Portland
1926-1927	Willis Bent Morse	Salem
1927-1928	Hugh Stevens Mount	Oregon City
1928-1929	Leo Benedict Bauvy	La Grande
1929-1930	Wilson Johnston	Portland
1930-1931	Thomas Everett Griffith	The Dalles
1931-1932	Edward Leo Zimmerman	Eugene
1932-1933	Albert Edward Mackay	Portland
1933-1934	William Thomas Johnson	Corvallis
1934-1935	Albert Martin Webster	Portland
1935-1936	George A. Massey	Klamath Falls
1936-1937	Thomas Wynne Watts	Portland
1937-1938	Charles Thomas Sweeney	Medford
1938-1939	Charles Edwin Sears	Portland
1939-1940	Charles Everett Hunt	Eugene
1940-1941	Karl Henry Martzloff	Portland
1941-1942	William Wells Baum	Salem
1942-1943	George Earle Henton	Portland
1943-1944	Thompson Coberth	The Dalles
1944-1945	Edward Huntington McLean	Oregon City
1945-1946	Lansford Monroe Spalding	Astoria
1946-1947	Stanley Lamb	Portland
1947-1948	James Cresap Hayes	Medford
1948-1949	Leslie Swigart Kent	Eugene

Plaintiff's Exhibit 2137

9890 OREGON STATE MEDICAL SOCIETY
MEDICAL-DENTAL BUILDING
PORTLAND, OREGON

January 8, 1940

Dr. John M. Simpkin
Marshfield, Oregon

Dear Dr. Simpkin:

I have discussed with several of the officers your telephone request that a representative of the Oregon State Medical Society appear at a meeting of the Coos and Curry County Medical Society on Wednesday, January 10th, at which time you indicated that a representative of the National Hospital Association would be present to discuss the Association's new plan of medical and hospital coverage.

These officers concurred with me in the opinion that it would be unwise for a representative of the Society to appear on this occasion. They suggested that a representative of the Society discuss this plan and the Society's policy with respect to it and similar plans at the next meeting of your Society. If you will let us know whether this arrangement is agreeable and will give us the date and place of your February meeting, we shall endeavor to have one or more representatives present.

Very sincerely yours,

OREGON STATE MEDICAL SOCIETY
by (Signed) MORRIS L. BRIDGEMAN
Secretary

(The following is handwritten)

Thank you Morris—

We will let you know if we want a speaker later. Bechtold talked last evening. He is very plausible sounding For the life of me I can't see what he has to offer the professional man with this new plan. Its all in favor of the insuring Company & pressure & intrigue will persuade the
insured patients to use the Associations consultants
9891 surgeons etc etc. In other words it will centralize
control more & more in the hands of the National Assn's. Medical staff.

Etc Etc. What is that on your necktie?
And thanks for your cooperation here.

Best Regards,

(Signed) SIMPKIN

Plaintiff's Exhibit 2138

9894 October 8, 1949

L. M. Lehrbach, M. D.
211 Medical Arts Bldg.
Roseburg, Oregon

Re: William Stumpf
Roseburg Lumber Co.

Dear Doctor:

Enclosed you will find check for $95.00 payment for your account with William Stumpf for biopsy and treatment of tumor on the hand and G.I. series and laboratory work.

Please notice discrepancy in total amount of your statement for biopsy and treatment of hand. This total should read $48.00 instead of $51.00.

Yours very truly,

NATIONAL HOSPITAL ASSOCIATION

Isabel E. Miller
Claims Department

iem
cc: Roseburg Lumber Co.
Cost Dept.

Plaintiff's Exhibit 2139

9909

OREGON LAWS

Relating to

MEDICAL CARE *and*
HOSPITALIZATION

For

INDUSTRIAL
EMPLOYEES

Compliments of the
National Hospital Association
Portland, Oregon

9910

RELATING TO SICKNESS AND AWAY-FROM WORK INJURIES

Authorizing employers to enter into contracts with medical contractors for Medical Care and Hospitalization for employes in Sickness and Away-From-Work Injuries. (O. C. L. A., Sections 102-1401 to 102-1409)—(Chapter 344, Laws of Oregon, 1941).

§ 102-1401. An employer, as the term is used in this act, shall be taken to mean and to include any person, firm, company, corporation or association of persons doing business within this state. The word "contractor," as used in this act, shall be taken to mean and include any person, firm, company, association or corporation contracting or agreeing with any employer in this state to furnish or provide for medical, surgical and/or hospital care and attention and related services and care for the employees of such employer.

§ 102-1402. It shall be lawful for an employer to enter into a written contract to provide for or furnish to the employes of such employer medical and surgical attention, hospital care, X-rays, ambulance, nursing and/or any related service or care contingent upon sickness or injury, and to collect or retain a portion of the wages of the employes for such purposes, and to pay the same over to the contractor as herein provided.

Any employe may reject the coverage of any such contract at the time the contract is entered into or at the time of his employment, if entering employment after the date of said contract, by giving written notice to the employer of his desire so to do, or, having been under such a contract, by giving such notice 30 days in advance of its anniversary date. It shall be unlawful for any employer to retain any portion of the wages of any employe who has filed such notice of rejection, and such employe shall not be entitled to any of the benefits of said contract; provided, that any employe who has filed such notice of rejection shall, by withdrawing his rejection and subject to acceptance by the medical contractor, have the right to come under the coverage of said contract at a future date to be agreed upon with the medical contractor.

The contractor shall keep on file with the insurance commissioner true copies of the forms for contracts in
9911 use by such contractor; provided, that any contractor not required to qualify under sections 101-901 to 101-909, O. C. L. A., inclusive, and who is exempt from paying the annual license fee as prescribed by section 101-905 of that law, shall, at the time of entering into any contract as provided in this act, and before such a contract shall be effective, file a true copy of such contract with the insurance commissioner and pay to the commissioner a filing fee of five dollars ($5) for each of the first two such contracts so filed and a filing fee of one dollar ($1) for each additional contract so filed; provided, no contractor shall be required to pay more than twenty-five dollars ($25) in the aggregate in any one calendar year. If the commissioner finds that the contract as filed complies with the provisions of this act he shall so certify to the contractor and employer. If the insurance commissioner shall find upon examination or other evidence, after reasonable notice to the employer and the contractor and a hearing for that purpose, that any such contractor has failed to comply with the law or with the provisions of the contract filed by him or that the contractor has failed to submit to examination his books, records or accounts and papers in his possession or control relating to his contract and its performance for examination and inspection of the commissioner, his deputy or examiner, when required, the commissioner shall revoke or suspend his certificate of approval granted for such contract and shall cause notice to be given to such con-

tractor and employer and no further deductions shall be made from pay of employes under such contract.

No contract entered into pursuant to the provisions of this act shall be valid or effective between an employer and a contractor for a period of more than one year, except that the contractor may make a valid contract for two years with the previous consent of the commissioner. The insurance commissioner shall have power and authority to cancel any contract entered into under the provisions of this act after notice to the employer and the contractor and a hearing for that purpose, if the commissioner shall find that the service and care furnished or provided for are not reasonably efficient or that the contract is not being substantially performed or that the employer or contractor has failed to comply with the provisions of this act. It shall be unlawful for any employer, except as in this act provided, to collect or retain any part of the wages of any employe for medical, surgical or hospital care and attention, or for any of the services above mentioned, or to use or expend any part of the wages so collected or retained for such purposes, except as in this act provided.

9912 § 102-1403. No fee in excess of ten (10) cents per day shall be retained from the wages of any employe who works three days or less. Any employe who has paid a fee for a full month, or any part thereof, under any such contract, and who leaves employment in which he was engaged at the time such fee was paid before the expiration of the full period for which he has paid, shall be entitled to a receipt from the employer showing the period and the purpose for which such payment was made, and such employe shall be entitled to the protection and benefits of the contract under which said fee was paid to the end of the period for which the employe's payment applied. In the event such employe shall enter the employ of another employer during the period for which such fee was collected and retained from his wages, and shall file the aforesaid receipt with such employer, no further fee shall be collected or retained from his wages for the period stated in said receipt. Except as hereinabove provided, the fees to be collected and retained by the employer and paid over to the contractor under the provisions of this act shall be such as are fixed in the contract. If any employe from whose wages such fees have been retained shall

complain to the insurance commissioner as to the manner or the amounts of said deductions, then it shall be unlawful, after notice by the commissioner to the employe and the contractor, and hearing for that purpose, for the employer to retain any further amounts from said employe's wages, except in the manner and in the amounts approved by said commissioner. Any complaint to the commissioner by an employe hereunder, shall be in writing.

§ 102-1404. The contracts herein provided for shall not be deemed to apply to sickness or injuries arising out of any hazardous employment eligible to coverage under the workmen's compensation law of Oregon, whether the employer has elected to accept or reject the coverage of said compensation law, and nothing contained in this act shall supersede or in any wise impair the benefits or any medical, surgical or hospital care to which the employe is or would be entitled under said compensation law.

§ 102-1405. Every contract entered into under the provisions of this act shall state in clear and well-defined terms the services and care to be provided for the employes, and such contract shall at all times be open to inspection by any employe for whose benefit it is made. It shall be the duty of the employer to post and keep posted, in conspicuous places about his plant, notices stating that such a contract has been entered into for the benefit of the employes and is on file in the office of the employer.

9913 § 102-1406. It shall be unlawful for any employer to retain, directly or indirectly, any part of the money collected or retained pursuant to the provisions of this act for his own use or benefit, and it shall be unlawful for any employer engaged in a hazardous occupation, as now or hereafter defined by the workmen's compensation laws, to apply, directly or indirectly, any portion of the money so collected to his or its cost of compensation and/or to the cost of any medical, surgical or hospital care and attention for employes on account of injuries sustained by them in the course of their employment, and whether such employer has elected to accept or reject the coverage of the workmen's compensation law. It shall be unlawful for any contractor to pay any fee or commission to any employer, employe, or any third person, except duly appointed employes or agents of the contractor, for soliciting or secur-

ing such contracts, and it shall be unlawful for any employer, employe or any other person, except duly appointed employes or agents of the contractor, to accept, directly or indirectly, any fee or commission from any contractor, or any other person, for soliciting or securing any such contract.

All moneys collected from employes or retained from their wages under the provisions of this act are trust funds and shall be placed and kept in separate accounts by the employer and shall promptly be paid over to the contractor. Such funds shall in no event become a part of the assets of the employer. In the event the employer should fail to place and keep said funds in separate accounts and pay them over to the contractor as herein provided, or in the event said funds should become commingled with the funds of the employer and said employer should become bankrupt, insolvent or go through voluntary or involuntary liquidation, or if a receiver shall be appointed to operate or liquidate the affairs of said employer, the funds herein provided for and not paid to the contractor shall be entitled to the same preference as given to claims of the state industrial accident commission, as provided in section 102-1745, O. C. L. A.

§ 102-1407. Each employer subject to this act shall keep a true and accurate record of the number of employes to which any such contract applies, the amount of moneys collected or retained each month thereunder and such other information as the commissioner of insurance may require, and each employer shall, on or before the twentieth day of January, April, July and October of each year, report to the commissioner the amount of moneys collected or retained from his or its employes and the amounts
9914 paid over to the contractor, which reports shall be made as prescribed by the commissioner, on forms which he shall deem reasonable and necessary for the proper administration of this act. The contracts, books and records of any contractor relating to contracts with employers hereunder shall be open at all reasonable times to inspection by the insurance commissioner or his agents on request of the commissioner.

§ 102-1408. Any employer or any contractor violating any of the provisions of this act shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be pun-

ished by a fine of not less than fifty dollars ($50) and not more than five hundred dollars ($500).

§ 102-1409. This act shall not apply to any class 1 railroad company engaged in interstate commerce.

9915 RELATING TO WORK INJURIES UNDER THE WORKMEN'S COMPENSATION LAW

Providing Medical Care and Hospitalization for Work Injuries and authorizing contracts therefore. (Chapter 102-1777 O. C. L. A., as amended—(Chapter 347, Laws of Oregon, 1941).

§ *102-1777 O.C.L.A. Transportation, medical attendance and hospital accommodations for injured workmen: Limitation on expenditures: Artificial legs and arms: Expenditures for restoration to condition of self-support.* The commission shall have authority to provide, under uniform rules and regulations, first aid to workmen who are entitled to benefits hereunder, together with first aid supplies and transportation, medical and surgical attendance and hospital accommodations for injured workmen and to contract therefor in its discretion. The commission may, in its discretion, authorize employers to furnish or provide, at the expense of the commission and upon terms fixed by it, such supplies, transportation, attendance and accommodations, and may, for the purpose of experience rating only, charge to the account of such employers the average cost of such services as shown by the experience of employers in a similar industry or occupation who do not come under the provisions of this section; provided, however, that all such transportation, attendance and accommodations shall be at all times subject to the supervision and control of the commission; provided further, that the commission shall not in any one case approve the expenditure of more than one hundred dollars ($100) for hospital accommodations, one hundred dollars ($100) for surgical and medical service, and fifty dollars ($50) for transportation, medicine, X-ray plates or prints and other services or supplies, without the approval of the commission for the furnishing of additional services having been secured prior to the time of the furnishing of such additional services, supplies and transportation.

In the case of an injury resulting in the loss by any workman of a leg or arm that can be replaced to advantage with an artificial leg or arm, the commission shall supply the injured person with one of the best quality, but said artificial leg or arm shall be and remain the property of the state of Oregon and shall be so stamped and identified that it can not be sold by the possessor. The injured
9916 workman shall have the right to select such artificial leg or arm, subject to the approval of the commission.

One purpose of this act is to restore the injured person as soon as possible and as nearly as possible to a condition of self-support and maintenance as an able-bodied workman, and final settlement shall not be made in any case until the commission is satisfied that such restoration is probably as complete as it can be made. Except as limited by this act, the commission is authorized to expend money from the accident fund to accomplish this purpose in each case and the amount so spent shall not be charged against the compensation allowed by this act to the injured workman, but an itemized statement thereof shall be rendered to him each month, when requested, and a duplicate to his employer.

The commission shall make and establish standard forms for such contracts, pursuant to this act, as it may make or authorize hereunder and the commission, upon its own motion or upon request, shall establish rates to be paid under such contracts, which rates shall be uniform as to all industries of the same class and shall be adequate to insure at all times to the injured workmen the standard of services and care intended by this act, and the commission has authority to readjust, increase or decrease such rates. [L. 1913, c. 112, § 23, p. 205; L. 1919, c. 288, § 4; O. L., § 6628; L. 1921, c. 311, § 7, p. 564; O. C. 1930, § 49-1829; L. 1941, c. 347.]

RELATING TO WORK INJURIES WHERE EMPLOYERS HAVE REJECTED THE WORKMEN'S COMPENSATION LAW

Authorizing contracts for Medical Care and Hospitalization for Work Injuries. (Section 102-1724.1 O. C. L. A.) —(Chapter 346, Laws of Oregon, 1941).

§ 102-1724.1 O. C. L. A. Authorizing employers who have rejected the workmen's compensation law to enter into

contracts for the care of workmen who are injured during and in the course of their employment. Employers who have rejected the coverage of the workmen's compensation law of this state may, at their own expense, enter into written contracts with duly authorized medical contractors to provide for or furnish services and care for injured workmen made necessary by injuries arising during and in the course of their employment. All such contracts shall provide for or furnish first aid, including supplies and transportation, and medical, surgical and hospital services and related services and care of the same class and to the same extent as provided for by similar contracts established and in use by the state industrial accident commission pursuant to the authority granted said commission under the workmen's compensation law of this state. The rates to be paid under such contracts for the several classes of industries shall be subject to the approval of the state industrial accident commission, but in no case shall be less than necessary to provide adequate medical care. The employer shall file a copy of any such contract with the state industrial accident commission within 10 days after such contract has been entered into, together with a fee of five dollars ($5) for administrative expense. All such contracts shall be subject to the same supervision and regulations as is provided for similar contracts authorized and entered into by the state industrial accident commission pursuant to the provisions of section 102.1777, O. C. L. A.

Plaintiff's Exhibit 2141

9917 MINUTES OF MEETING, January 19, 1948:

Those present were Drs. Steele, Huycke, Nelson, Landers, Cleland, Lee Strickland, McLean, Smith, Dinsmore, Chronovsky, Ross, Mathews, Lee and Mrs. French.

* * * * *

Dr. Steele reported the recent increase in hospital days, and called to the attention of the members that the doctors would receive more money if they could hold down hospital cases. It is not the intention to dictate to any doctor how long he should hospitalize his cases, but
9918 this statement is made just as a thought to which consideration should be given.

Drs. Chronovsky and Dinsmore objected to our fee schedule as being too low, as did Dr. Cleland. Dr. McLean and Dr. Steele suggested that anyone with a new idea should bring it to the next meeting in February for discussion.

Dr. McLean moved that Mrs. French get Mrs. Inskeep or any other reliable person to work for her for a month, and go to Canby and other outlying areas to solicit contracts. Motion seconded by Dr. Huycke. Carried.

Meeting adjourned.

Respectfully submitted,

Secretary.

Plaintiff's Exhibit 2142

9919 MINUTES OF THE SPECIAL MEETING
of the
BOARD OF DIRECTORS OF THE
KLAMATH MEDICAL SERVICE BUREAU
held
Tuesday, July 13, 1948

A special meeting of the Board of Directors of the Klamath Medical Service Bureau was held at the Klamath Valley hospital at noon Tuesday, July 13, 1948. Members noted present were President Dr. Rugh, Doctors Black, Engelcke, Oldenburg and Sharp, and Bureau Manager L. A. Brown.

* * * * *

Old Business: Manager Brown brought up the question of drug price checking, and considerable discussion was had concerning various new methods of dispensing prescriptions, and the entire matter was deferred for further study with instructions to continue drug price checking as had been done in the past until some further action was taken.

The question of Okays for certain O.P.S. procedures not appearing on the old K.M.S.B. list was next discussed, and the entire list was gone over item for item and a proper notation made opposite each as to whether or not an Okay should be required, a copy of which is attached and made a part hereof. It was moved by Dr. Engelcke and seconded by Dr. Black that Okays for the procedures indicated should be secured hereafter, which motion was unanimously passed.

* * * * *

9921 Manager Brown then brought up the matter of extension of the six-months coverage clause after termination pursuant to an inquiry from one Ben Burgess and others, and it was moved by Dr. Sharp and seconded by Dr. Engelcke that no deviation be made from our previous rulings and no extension past six months be granted, which motion was unanimously carried. Similarly, the question of age limits on Individual Hospital Contracts was brought up for discussion due to the discovery of an 88 year old man and a 74 year old wife who had been under the coverage for some two years. After some discussion, it was moved by Dr. Black and seconded by Dr. Engelcke that no exceptions be made to the 60 year old limit and

that in this particular instance the parties be contacted and a refund be made of their dues from the time they were first signed up, which motion was unanimously carried.

The next matter discussed was a ruling on the question of one year medical care for each condition, the question of coverage for chronic conditions manifesting themselves within the first six months, and it was moved by Dr. Black and seconded by Dr. Sharp that these clauses be adhered to except in extreme cases where the Bureau management's judgment indicated that an injustice would be done. This motion was unanimously carried.

Setting of Fees: The matter of the fee in the Harvey Brannon case regarding charge for manipulation by J. R. Peebler was discussed at some length, and it was moved by Dr. Black and seconded by Dr. Sharp that this sum be charged back to Dr. Compton, Harvey Brannon's attending surgeon, due to the fact that no Diagnosis authority was received prior to the treatment, which motion unanimously carried.

President Dr. Rugh then brought up the matter of Ed Swansen's hospital-medical fees, and after considerable discussion it was moved by Dr. Black and seconded by Dr. Sharp that neither fee be paid on the ground that the whole condition was attributable to alcoholism and was therefore not covered by the contract, which motion was unanimously carried.

Manager Brown then brought up the question of payment of the medical-hospital bills for Leonardo Reyes, Long-Bell Lumber Company employee, and stated that it had been discovered that the condition from which he
9922 was suffering was of five years standing and a pre-existing condition within the meaning of the contract, and it was therefore moved by Dr. Sharp and seconded by Dr. Black that these fees be not paid by the Bureau and that the Bureau management make effort to secure reimbursement for such private nurses fees as had been previously paid. This motion unanimously carried.

The matter of W. Charles Martin's fees for cyclodiathermy on one Ralph Duncan was again referred for further study. The matter of the Nellie Olson fee for surgery performed by Dr. Fixott for detached retina was discussed at some length, and it appearing that no proper Okay for referral

was secured previous to her going to Portland for this treatment, it was moved by Dr. Engelcke and seconded by Dr. Black that the fee was not the responsibility of the Bureau and should be paid by the patient, which motion was unanimously carried.

There being no further business, the meeting was adjourned, upon motion duly made and seconded.

(Signed) PAUL W SHARP

Plaintiff's Exhibit 2143

9923 The regular meeting of the Jackson County Medical Society was held at the Hotel Medford, Medford, Oregon, May 13, 1942. Dr. Coyle was host to a seven o'clock dinner.

Members Present:

Drs. Heckman, Jensen, Moffat, Mortensen, Standard, Dodson, Coyle, Loeffler, Hayes, Thayer, Merkle, Halboth, Holt, Mallory, Lemery, Harvey Woods, Poston, McCracken, Bishop, Durno, Inskeep, Buonocore, Findley, Roney, Kresse, Drummond.

Order of Business:

* * * * *

9924 Dr. Durno introduced Mr. Marshall, president of the Oregon Physicians Service, lay competitors doing work in sixty percent of Oregon, mostly Eastern Oregon where no hospital associations, also doing much work in Western Oregon. Doctor owned doing about fifty percent of the work in the Western part of the state. Loopholes all over, no uniform set up. O.P.M. organized for two purposes:

1. Contracts to industry in non doctor owned areas.
2. To obtain goal of joining all Mutual Associations.

Motion made to suspend next regular meeting in favor of S.O.M.S.A. Motion carried.

The meeting was adjourned after a rising vote of thanks to our host, Dr. Coyle.

Signed C W LEMERY
Sect.

5.13.42.

Plaintiff's Exhibit 2144

9925 The regular meeting of the Jackson County Medical Society was held April 8, 1942, at the Jackson Hotel, Medford, Oregon. Dr. Clancy was host to a seven o'clock dinner.

Members Present:

Drs. Hayes, Heckman, Clancy, Drummond, Bishop, Young, Haines, Shaw, Green, Roney, Merkle, Moffatt, McCracken, Halboth, Coyle, Mortensen, E. A. Woods, Loeffler, Dodson, Holt, Kresse, Jensen, Harvey Woods, Poston, Durno and Lemery.

Order of Business:

1. Minutes read and approved.

2. Board of censors reported favorably on request of membership of Dr. Young. Accepted by membership unanimously.

* * * * *

7. Dr. Roney discussed National Hospital fees.

Dr. Durno reported executive committee of S.O.M. S.A. to investigate lay owned hospital fees.

8. Dr. Bishop reported for committee on fees for Pacific Indemnity Ins. Co. Discussed by Dr. Durno. Motion made that the report of the Committee be accepted and copy sent to each member of the Society. Motion carried.

* * * * *

C.W.L. FW

Plaintiff's Exhibit 2145

9926 The regular meeting of the Jackson County Medical Society was held at the residence of Dr. C. W. Lemery, Windsor Ave., Medford, Oregon, Sept. 8, 1943. Dr. Lemery was host to a seven o'clock dinner.

Members Present:

Drs. Roney, Drummond, Thayer, Poston, Young, Heckman, Standard, Green, Jensen, Mortensen, Kresse, McCracken, Inskeep, Mallory, Holt, Merkel, Hayes, Woods, and Lemery.

Order of Business:

* * * * *

4. Dr. Inskeep reported on State Medical Meeting—entering wedge for Socialized Medicine thru State Board of Health. Very comprehensive report of entire meeting given.

5. Discussion in regard to insurance reports.

6. Dr. Drummond spoke on O.P.S.. Seventeen new contracts—450 men.

* * * * *

Plaintiff's Exhibit 2146

9927 Reliable Medical and Hospital Protection

PHYSICIANS AND SURGEONS HOSPITAL ASSOCIATION
(Emblem)

Home Offices and Supply Department — Liberty and Ferry Streets :: Phone 5568

The Doctor's Own Association — Approved by the Oregon State Medical Society

Salem, Oregon

January 19, 1942

Mr. Joe Hicks, Manager
Klamath Medical Service Bureau
355 East Main Street
Klamath Falls, Oregon

Dear Joe:

We regret that some delay has been encountered in forwarding the list of new subscribers of the Oregon State Highway Commission in your district. However, a copy of the new additions is enclosed herewith for your reference.

Naturally we desire to subcontract all Highway Commission subscribers located in your area through your Bureau. Such a procedure is only fair under present arrangements. However, it is possible that the Physicians and Surgeons Hospital Association name may have to be continued for the reason that we hold the direct contract

with the Commission. For that reason we are enclosing herewith a supply of cards for the subscribers in your area. Of course you do not need to use these cards unless you desire to do so. On the other hand, it may be desirable to make use of the cards for the reason that we hold the direct contract and theoretically are responsible from the standpoint of the Commission. Use your own judgment in regard to this matter. We shall remit to you the fees for the additional members in accordance with the system used heretofore.

If any additional questions should arise kindly advise us. Very best regards to you and Mrs. Hicks.

Cordially yours,

PHYSICIANS AND SURGEONS
HOSPITAL ASSOCIATION

(Signed) W. C. MARSHALL
General Manager

Encls.
WCM:MB

9928 January 22, 1942

Mr. Willard Marshall, Mgr.
Physicians and Surgeons Hospital Assoc.
Salem, Oregon

Dear Willard:

We received in today's mail a new list of the employees with the State Highway Commission coming under the Physicians and Surgeons Hospital Contract. The writer at first thought that distribution of Physicians and Surgeons cards to these employees would be okey, but on second thought the writer realizes that if a Physicians and Surgeons card is used by the employees in making request for service, the doctor would automatically bill P. & S. instead of K.M.S.B. This would necessitate a large amount of additional book work on the part of P. & S. and ourselves.

With this thought in mind the writer will leave with the engineer in charge the P. & S. cards, and ask the engineer to issue K.M.S.B. cards for them to use in applying for service.

John Caughell was in Klamath Falls last Saturday, and we discussed the problem of our next Bureau Executive's Meeting. John is of the opinion that there is a considerable amount of work to be done at this meeting, and possibly it could not be handled in a 1 day session. If this is true, it would be best to plan ahead of time for a two-day session so that we would not adjourn before settling the major problems.

The writer greatly appreciates your offer of hospitality, and feels that undoubtedly Salem will be the best place to hold our next meeting. John has no doubt by this time discussed with you some plans for the coming meeting, and you can rest assured that it will meet with the writer's approval if the meeting is held at Salem.

Taking this opportunity of thanking you for past favors, and with best personal regards, the writer remains,

Yours very truly,

Klamath Medical Service Bureau

JLH:js

Plaintiff's Exhibit 2147

9929 22146bcs

FORM 231-MM 12-44

NATIONAL HOSPITAL ASSOCIATION
716 S. W. THIRD AVENUE
PORTLAND 4, OREGON

REPORT OF MEMBER'S ATTENDING PHYSICIAN

Claim No. ..... Contract No. 2225-92

TO THE MEMBER: Present this form to your attending physician for the report of your illness or injury as required under your contract. Brief information only is necessary in cases of acute illness or minor injury. Your doctor may mail this report directly to the Association if preferred.

1. Patient Mrs. Margaret Miller Coons
   Address 4101 Main Street, Vancouver, Wn.

2. On what date did sickness begin or accident occur?
   .....

3. Date you first treated patient: Feb. 19, 1946
Chief Complaints: Rectal bleeding

4. Objective symptoms: wt loss

5. History of condition: Intermittent rectal bleeding for one year

6. Diagnosis: neoplasm descending colon.

7. What services were rendered? (Please be specific.) Anterior resection, primary end to end anastomosis.

8. Was patient confined to a hospital? Yes If so, please give dates confined:

From 2 PM Feb 22, 1946 To 2 PM March 9, 1946
Time Date Time Date

9. What is patient's present condition? Good

Dated March 9, 1946 Signed Chas. W. Mayo M.D.
Address Mayo Clinic
Rochester Minn.

Note: Report additional history, prognosis, and conclusions on reverse side.

Plaintiff's Exhibit 2148

9930 July 13, 1946

Mr. R. C. McCluskey
Managing Editor
Medical Economics, Inc.
Rutherford, New Jersey

Dear Sir:

We are pleased to make reply to your brief questionnaire of July 2nd, which is enclosed. We wish also to take this opportunity to give some additional information about the Industrial Hospital Association and the situation in Oregon in regard to prepaid medical care.

In Oregon we have a state law which specifically authorizes and regulates "hospital association" and other prepayment medical service plans. This law places hospital associations under the jurisdiction of the State Insurance Department, which makes periodical examination of our books and records.

The Industrial Hospital Association, which has been in business since 1923, is entirely owned by licensed physicians (M.D.'s). It operates on the prepaid medical plan throughout the states of Oregon and Washington. It has three types of contracts—group coverage contracts which are made with employers to cover their employees, the dues being paid by the employees on a payroll deduction plan; family coverage contracts which apply to members of the families of employees who are under the group contracts, also a payroll deduction plan; and individual memberships available to the general public, including men, women and children.

The group coverage contracts provide for hospitalization up to six months in any one case, services of physicians, surgeons and specialists up to one year, 24 hour special nursing care to to 30 days, ambulance service, limited dental service, X-Rays and all the other related services for the complete care of any coverable case.

The family plan is limited to 30 days complete hospital service with all the extras that may be used in the hospital, and doctors' services for surgery, fractures, and dislocations, and a specified amount for maternity care for both hospital and doctor.

9931 The individual memberships provide for the same complete care as the group contracts except the quantity of service is not as great.

This Association maintains no restricted list of doctors. It has a medical director, who is chief stockholder and president, on salary. All other doctors are paid on a fee basis for services performed. Our members have free choice of all reputable doctors and of all general hospitals. This includes the services of general physicians, surgeons and specialists.

Services are paid for according to the Association's established schedule of fees, which are equal to the average charge made in private practice. A majority of the doctors in the state accept the Association's fees and cooperate by reporting to and billing the Association direct. When a doctor does not do this, the member pays the doctor and is re-imbursed by the Association at schedule rates.

In spite of the fact that the Industrial Hospital Association is owned exclusively by practicing physicians and its members are allowed free choice of physicians, the organized medical societies have continuously opposed it, have used every means to endeavor to persuade doctors not to co-

operate with it, have even resorted to organized boycotts against it.

A few years back, this medical society opposition was based on the grounds that it was unethical to treat patients under a prepaid medical plan. But now that the medical societies are being forced into prepaid medical plans under the medical bureau type of organization as a means of combatting the growing demand for government socialized medicine, the emphasize on ethics has shifted. Prepaid medical plans are approved if they are operated and controlled by the medical societies.

In this state the medical societies have endeavored to obtain a monopoly of prepaid medical contract business, and have resorted to the boycott and other activities above mentioned in their efforts to accomplish this. These boycotts have not been successful and have not had full support of a majority of the individual doctors. Their tactics have done more to create sentiment among employed people for government socialized medicine than any other thing in this state. It is for that reason that we regret seeing them act so blindly and foolishly. So far as the effect on our business is concerned, these tactics have promoted instead of hindered it. The average American resents compulsion and boycotts and is ready to fight back. This feeling exists among the thousands of persons who are under the coverage of our contracts and their support of our type of organization is stronger now than ever before.

I hope you have had the patience to read through this lengthy letter, and assure you that we wish to furnish you any information that you may desire that may be helpful in your study of the situation.

Very truly yours,

INDUSTRIAL HOSPITAL ASSOCIATION

Will T. Kirk, General Manager

WTK:nm
Encl./1

Plaintiff's Exhibit 2149

9932

DR. FRED S. RICHARDS
OSTEOPATHIC PHYSICIAN AND SURGEON
FOREST GROVE, OREGON

GROUND FLOOR HOLROYD BUILDING

TELEPHONES:
OFFICE 122—RESIDENCE 122R

December 17, 1941

Industrial Hospital Association
Mr. Will Kirk
Medical Arts Building
Portland, Oregon

Dear Mr. Kirk:

As the year 1941 draws to a close, may I express to you and your Association my appreciation for the amount of work I have been priveleged to do for you. I hope this work has been satisfactory as I try to care for the Association cases as if they were my own private cases.

Enclosed is a carbon copy of a letter I have written to the members of the Washington County Medical Association. At their meeting of December 15, they decided to put into effect their plan of accepting no more National or Industrial tickets after February 1st. Their delegation asked again yesterday that I cooperate with them and I advised them my opinion was the same as of December 13th. I may find that I am wrong, but I believe I am right.

May I extend to you and your Association my best wishes for a fine Christmas and prosperous New Year.

Yours very truly,

(Signed) FRED S. RICHARDS
Fred S. Richards D.O.

FSR:uh

Plaintiff's Exhibit 2150

9933 Dec. 13, 1941

Washington County Medical Society
F. J. Kabeiseman M. D., Secretary
Hillsboro, Oregon

Dear Doctor:—

I wish to express my appreciation to your Association for your consideration in including me in your plans of a doctor controlled unit of socialized medicine. I know I have been signally honored as the only doctor to so participate in this plan outside the regular members of your own Association.

But after due thought and consideration I am unable to wholly agree on your plan and mode of attack, namely not accepting National, Industrial or any other association tickets for treatment after February 1, 1942.

It is my opinion that with world conditions as they are today, labor and management now agreeing to put their forces to work for one common end, we have no right as physicians to be a local disturbing element. It seems to me that we should some how be above the "Lewis" technique of forcing our services on an employer or employee.

I know I have no vote in your Association and perhaps these sentiments are expressed too strongly, but I do not believe I stand alone in expressing them and hope your vote Monday night will be taken with caution and deliberation on the subject.

Yours very truly,

Fred S. Richards D. O.

FSR:uh

Plaintiff's Exhibit 2151

9934 February 2, 1944

Miriam Olson
Physicians Association of Clackamas County
Oregon City, Oregon

Dear Miss Olson:

In answer to your January 31st letter let me say that if you can sell a $10.00 deductible coverage at a $2.00 per month rate, you are unquestionably a good saleslady. You could not help but make money on a contract of this kind, if you insist on a certain percentage of all the teachers accepting the contract.

Inclosed you will find a copy of a letter we use in explaining our Family Coverage to the working man. As you can readily see we offer a $10.00 deductible coverage at a lesser rate to even the unemployed members of the family, and we feel this rate is adequate.

Now to try and give you some help with regards the handling of the $10.00 deductible amount. After you have read the inclosed letter you will better understand how this applies. You will see that under this type of plan it is necessary to issue treatment requisitions from your office only, not from the school office. A treatment requisition is issued to the subscriber on presenting paid bills in the amount of $10.00, or on payment of $10.00 in cash or both, or the sum of the two equalling $10.00; for example, if the subscriber applies to a physician for service, and the Doctor's fee is $7.50, if there is no other cost involved in the case, it should never reach your office. If however, there was also a $5.00 ambulance charge the employee should bring the bills to your office, pay the first $10.00 cost, and the rest would be taken care of through Treatment Requisition. If there were any additional charges, they would all be paid by the Bureau.

If the patient does pay the ambulance fee, doctors fees or other services that would come to over the $10.00 amount, then of course it would be up to the Bureau to reimburse the subscriber for the difference, as well as give her a treatment requisition to obtain the balance of treatment necessary.

Certainly let the Doctors charge private rates in the making up of the $10.00, and you certainly should be able to pay private rates for the services paid by you over the